

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



## SCOPE OF WORK PROVISIONS

FOR

**TEAMSTER:  
ALL CLASSIFICATIONS**

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,  
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA &  
VENTURA COUNTIES

**SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT**

**between**

**SOUTHERN CALIFORNIA GENERAL CONTRACTORS**

**and**

**TEAMSTER JOINT COUNCIL NO. 42**

**And**

**TEAMSTER LOCAL UNION NO. 87**

**Affiliated with the**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

This agreement entered into this first day of July 2000, by and between the **Associated General Contractors of California, Inc.**, the **Building Industry Association of Southern California, Inc.**, and the **Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS**; and **Joint Council of Teamsters NO. 42 and Teamsters Local Union No. 87**, affiliated with the **International Brotherhood of Teamsters**, who are signatory hereto for themselves and the Local Unions which have jurisdiction over the work hereinafter described, hereinafter referred to as the **UNION**.

**Purpose**

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

**R E C E I V E D**

Department of Industrial Relations

**JUL 27 2000**

Div. of Labor Statistics & Research  
Chief's Office

## **ARTICLE I**

### **General Provisions**

#### **101. Definitions:**

101.1. The term "Contractor" or "Employer", as used herein, shall refer to an Employer party to or bound by this Agreement.

101.2. The term "Association," as used herein shall refer to the Associations previously named and signatory to this Agreement.

101.3. The term "Union," as used herein, shall refer to Teamsters Joint Council No. 42 in behalf of its affiliated local unions: Teamsters Local Unions 166, 186, 381, 692, and 986 and Teamsters Local Union No. 87 all affiliated with the International Brotherhood of Teamsters of America, in the Eleven Southern California Counties, which have jurisdiction over the work in the territory covered by this Agreement.

101.4. The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

101.5. The term "Employee(s)," as used herein, shall refer to the employed person, or persons, covered by this Agreement, and Owner-Operators as defined in Article XXIV of this Agreement.

101.6. All personal nouns and pronouns refer to the male and female gender.

#### **102. COVERAGE**

102.1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

102.2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Associations.

102.3. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by the Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

102.4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

102.5. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

102.5.1. It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

102.5.2. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe line, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

102.5.3. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

102.6. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

103. A vendor, who makes deliveries of materials, supplies or equipment and, who, incidental to or as a part of the furnishing or delivery of material, supplies or equipment, does any work at the jobsite, shall be a party to a current collective bargaining agreement with the International Brotherhood of Teamsters, or one of its affiliates. In the event a vendor is not party to such an agreement, he shall not perform any jobsite work except that deliveries may be made by such vendor to central storage areas, or storage tanks for later distribution by employees covered by an appropriate, current labor agreement with the appropriate union, or subordinate body, affiliated with the Building and Construction Trades Department AFL-CIO, or with the International Brotherhood of Teamsters, or an affiliate thereof. This subparagraph shall apply only to vendors and shall not be applicable to Contractors or their subcontractors or to their employees.

104. Repairs necessitated by defects of material or workmanship or adjustment of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

## **105. LOADING AND UNLOADING EQUIPMENT**

105.1. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement or the transportation of such equipment by means of its own power, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

105.2. The Contractor and his subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

## **106. UNION RECOGNITION**

106.1. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of General or Craft Foreman. Employees and persons employed to perform work covered by this Agreement specifically include General and Craft Foreman.

106.2. The Union recognizes the Associated General Contractors of California, Inc., The Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement they will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.